

AGREEMENT

Between

The Township of Franklin

And

THE FRANKLIN TOWNSHIP PUBLIC WORKS DEPARTMENT

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## **AGREEMENT**

This agreement is made this \_\_\_\_\_ day of December 2004, between the TOWNSHIP OF FRANKLIN, and the FRANKLIN TOWNSHIP PUBLIC WORKS ASSOCIATION. It is mutually agreed as follows:

### **ARTICLE I – RECOGNITION**

Franklin Township (hereinafter "Employer") hereby recognizes the Franklin Township Public Works Association (hereinafter "Association") as the exclusive representative for all Department of Public Works Employees other than all managerial, executive or confidential employees; professional employees, police, craftsmen and supervisors within the meaning of the Public Employer-Employee Relations Act for purposes of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for all such Department of Public Work Employees employed by the Township.

The Association shall designate a Shop Steward who shall be responsible for the collective negotiations, grievance and arbitration issues, and adherence to general safety procedures. The day-to-day operation of the Public Works Department is the responsibility of the Certified Public Works Manager who shall not be a member of the Association.

### **ARTICLE II-GRIEVANCE AND ARBITRATION**

1. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to assure efficiency and promote employee morale.

2. A grievance is hereby defined as any difference, which may arise between the Employer and the Association or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement. A minimum of two (2) employees covered by this agreement shall be present at any grievance procedure.

3. The procedure for settlement of grievances shall be as follows:
  - A. The aggrieved employee or employees and the Shop Steward shall present the grievance orally to the Certified Public Works Manager Head within fifteen (15) working days of the event that gave rise to the grievance. If the aggrieved employee fails to present the grievance within the time stated the employee shall have waived any and all rights to present a grievance.
  - B. If a satisfactory settlement of the grievance is not effected within three (3) working days of the presentation of the grievance by the employee, the Association shall have the right to present the grievance in writing as completed under step A within thirty (30) days of the facts or event giving rise to the grievance to the Township Committee and shall request, in writing, a meeting with the Township Committee or, at the discretion of the Township Committee, with the appropriate sub-committee of the Township Committee, for the purpose of reviewing the grievance. If the aggrieved employee fails to request a meeting as described within the time stated the employee shall have waived any and all rights to present a grievance. The Township Committee, or sub-committee as the case may be, shall furnish the Association with its written response to the grievance within ten (10) working days after receipt of notice of the grievance or the written request for a meeting concerning the grievance, whichever is later.
  - C. If a grievance has not been resolved to the satisfaction of the Association in step B hereof, the Association may, within five (5) working days following the receipt of the written response under step B hereof, refer the matter to the Public Employee Relations Committee (PERC) of the State of New Jersey for

the selection of an arbitrator in such instances in which the relevant grievance relates to the interpretation and/or application of a specific provision of this agreement.

1. In considering the grievance, the arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this agreement, or to establish or change any wage rate. The arbitrator shall confine his decision solely to the application and/or interpretation of this agreement as it relates to the relevant grievance.
2. A decision of the arbitrator shall be final and binding on both parties and shall be reduced to writing that shall set forth a specific finding of fact and conclusions of law.
3. All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.
4. The arbitrator shall hold the hearing at a time and place convenient to the parties.
5. In case involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.

D. All of the time limits contained in this Article of the agreement may be extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance shall constitute an abandonment of said grievance, or right to arbitration and settlement of thereof. In the event the Employer fails to respond to the Association within the time limits set forth in the grievance procedure the Association

shall have the right to automatically process the grievance to the next step.

E. All grievances, whether asserted or otherwise, are deemed withdrawn or waived effective the date of the execution of this Agreement.

### **ARTICLE III – NON-DISCRIMINATION**

1. The Employer and the Association agree that there shall be no discrimination against any Public Works Employee as provided for under Federal or State law. The Association acknowledges on behalf of its members that they have received and reviewed the Notice required under the Conscientious Employee Protection Act.

2. The Employer and the Association agree that all Public Works Employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employees, organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Association against any employee because of the employee's membership or activity or non-activity in the Association.

### **ARTICLE IV – MANAGEMENT RIGHTS**

The Employer hereby retains and reserves unto itself, without limitation, all powers rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by Laws and Constitutions of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be deemed by the Employer.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time or any particular task or group of tasks.
3. The right of management to establish, maintain, modify and amend such reasonable rules and regulations as it may from time to time deem necessary and appropriate for the purposes of maintaining order, safety and/or the effective operation of the Association after advance notice thereof, to the employees.
4. To hire, promote, transfer, discipline or terminate all employees, subject to law.
5. To conduct semi-annual employee evaluations as follows:
  - a. All monitoring or observation of the work performance of a Public Works employee shall be conducted openly and with the full knowledge of the employee to improve the operations of the Public Works Department.
  - b. Evaluations shall only be conducted by the Certified Public Works Manager who shall prepare a written report reflecting such evaluation.
  - c. An optional pre-evaluation meeting is permitted at any time prior to the writing of the evaluation or following any observation, if requested by the employee.
  - d. The employee shall be provided a copy of any and all observations or evaluation reports prepared by the evaluator at least one (1) week prior to a semi-annual review conference. The employee shall acknowledge receipt of the report on a separate form prepared for this purpose. If no conference is requested by the employee, the employee shall sign the observations and evaluation report within three (3) days after receipt of it and return it signed to the evaluator. If a conference is requested the observations and evaluation report shall be signed three (3) days after the conference and returned, signed to the evaluator. Such signature only indicates receipt of a copy of the report and there was a conference to discuss the report was held. The signature shall not be construed as agreement or disagreement with the contents of

the report. Within ten (10) days following the conference, the employee has the right to submit his/her disclaimer of the observation or evaluation report, which shall be attached to all copies of the evaluation report.

- e. The employee shall be supplied a copy of any and all observations and evaluations placed in the personnel file of the employee, and shall have the opportunity within ten (10) days to submit their disclaimer of the observation or evaluation.
- f. The Association agrees that the content are subject to the grievance procedure contained in Article II.

## **ARTICLE V – HOLIDAYS**

1. There will be thirteen (13) paid holidays: New Years Day, Washington's Birthday, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.
2. When a holiday falls on a Saturday or Sunday the employee may select either Friday or Monday, subject to the approval of the Certified Public Works Manager.
3. An employee scheduled to work on a holiday will be entitled to substitute an alternate day of his choosing with the approval of the Department Head.
4. Each employee is allowed three (3) personal days per year. Personal days shall not be accrued from year to year, but must be used on an annual basis or lost.

## **ARTICLE VI – VACATIONS**

1. Vacation accrues based on the date service actually begins. Vacation may not be used within the first six (6) months of service. During the first three years of service vacation accrues at the rate of one-half (½) day per month. On

each anniversary date the employee shall receive one (1) additional vacation day for a total of seven (7) days annually.

2. Beginning on the fourth anniversary date of service vacation is earned at one day per month. On each anniversary date the employee shall receive two (2) additional vacation days for a total of fourteen (14) days annually.

3. Beginning on the sixth anniversary date of service one additional day of vacation accrues for each year of subsequently completed service not to exceed a maximum of thirty (30) days. (See Chart I, attached).

4. Vacation shall be coordinated and approved by the Certified Public Works Manager. Vacation days for any calendar year must be used no later than April of the following calendar year.

5. Unused vacation days will be redeemed at the employees current hourly rate by the end of December with the option to take time off without pay with the permission of the Certified Public Works Manager.

## ARTICLE VII – SICK DAYS

Employees who have worked less than one (1) year earn one (1) sick day with pay per month of completed service .

All other employees are entitled to twelve (12) paid sick days annually' Employees with more than one year of service shall be permitted to accumulate ten (10) unused days per calendar year. Previously accumulated and unused sick days will be the first days utilized each year. There shall be no limit to the maximum number of sick days an employee may accumulate. Any employee with twenty (20) years of service at the time of retirement may elect to be compensated in additional salary for unused sick days. Employees after twenty (20) years of service may elect to be compensated in additional salary for unused sick days rather than accumulate such sick days for future use. Current employees are exempt from the twenty (20) year requirement. Each employee who qualifies shall have the option to redeem up to one half (1/2) of the maximum amount of allotted sick days for that year. The redemption value shall be seventy five (75%) percent of the base hourly rate in effect at the time the sick

day was accumulated. At no time may an employee seek redemption unless there shall remain twenty (20) days in such employee's sick bank. Said payment, to the extent available, is to be paid by the Township by March 15<sup>th</sup> of the following year.

All absences due to personal illness or disability shall be reported immediately to the Certified Public Works Manager. In all cases of reported illness or disabilities, the Employer reserves the right to send the employee for examination by the Employer's physician. When absence due to illness does not exceed three (3) working days, the employee's statement of the cause will be accepted without a supporting statement from an attending physician. A written statement by an attending physician must certify any absence due to illness or disability in excess of three (3) working days. Before returning to duty, the Employer reserves the right to require that the employee be examined by the Employer's physician. Additionally, the Township reserves the right at its expense to request the employee to provide an attending physician's statement whenever the employee has utilized six (6) or more sick days in any thirty (30) day period or has utilized six (6) or more sick days which, in the discretion of the Township, is considered an identifiable pattern.

## **ARTICLE VIII – FUNERAL DAYS**

In the event of a death in the employee's immediate family or the death of a relative who resides with the employee, three (3) days leave of absence with pay and with an extension of up to two (2) additional paid days may be granted by the Employer. An employee's immediate family is defined as the employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, or any other blood relative of an employee residing in the employee's household at the time of death.

## **ARTICLE IX – SALARY**

The starting salary scale will consist of six steps starting at \$14.56 per hour and advancing annually to a top step of \$15.44. As of December 1, 2004, the salaries for employees covered by the Agreement are as follows:

| Year of Employment | Hourly Rate                              |  |  |
|--------------------|--|--|--|
|                    | <u>01/01/2004 through<br/>12/31/2004</u> | <u>01/01/2005 through<br/>12/31/2005</u> | <u>01/01/2006 through<br/>12/31/2006</u> |
| 1                  | \$14.56                                  | 15.14                                    | 15.44                                    |
| 2                  | 15.60                                    | 16.22                                    | 16.55                                    |
| 3                  | 16.64                                    | 17.30                                    | 17.65                                    |
| 4                  | 17.68                                    | 18.38                                    | 18.75                                    |
| 5                  | 18.72                                    | 19.47                                    | 19.86                                    |
| 6                  | 19.76                                    | 20.55                                    | 20.96                                    |

For calendar year January 1, 2006 through December 31, 2006 the hourly rates listed will be supplemented by the Federal Cost of Living Adjustment for all wage earners for the region including the Township.

Due to adjustments for the prior experience, the following base hourly rates as of January 1, 2004 will be set for current staff:

| Year            | Calendar Year<br>2004 | Calendar Year<br>2005 | Calendar Year<br>2006 |
|-----------------|-----------------------|-----------------------|-----------------------|
| Philip Wene     | \$23.54               | 24.48                 | 24.97                 |
| Frank Lorenzi   | \$23.54               | 24.48                 | 24.97                 |
| Charles Popinko | \$23.54               | 24.48                 | 24.97                 |

In 2006, the hourly rate shall be further adjusted by the C.O.L.A. for the preceding year.

## ARTICLE X – HOURS OF WORK

The Employer and Association agree that forty (40) hours per week, eight (8) hours per day, five consecutive days per week, Monday through Friday, shall constitute a regular "Work Week. Employees shall be paid at the regular straight time rates of pay herein provided. The normal hours of work shall be from 7:00

a.m. to 3:30 p.m. during which time the Employer shall allow a one half (1/2)hour unpaid lunch period each work day, and shall allow one (1) fifteen (15) minute paid rest break during the regular work day. This definition shall not be construed as a limitation of the number of hours of work which the Employer may require.

The Employer agrees to the following "call in" guarantee:

- a. Minimum guarantee of two (2) hours of work or pay in lieu thereof at the applicable premium rate when employee is called in for work outside his regular scheduled Work Week Monday through Friday.
- b. Minimum guarantee of four (4) hours or pay in lieu thereof at the applicable premium rate when employee is call in for work on Saturday, Sunday or a holiday.
- c. "Call in" guarantee shall not apply when employee is notified to report early on his regular schedule or is held over at the end of his regular schedule.
- d. "Call in" time starts when employee reports for work at the employer's premises or designated job site.
- e. The Employer agrees that at the end of each week there will be a published list of overtime.

## **ARTICLE XI – OVERTIME**

1. The Association recognizes the employer's right to require a reasonable amount of overtime
2. The schedule for working such overtime will be established by the Employer.
3. The Employer agrees that it will pay time and one half the regular straight time hourly rate for all authorized time actually worked, which shall be defined as work performed:

- a. In excess of forty (40) hours of work (exclusive of any lunch break) in the Work Week; or
- b. In excess of eight (8) hours work (exclusive of any lunch break) in any one work day; and
- c. For hours actually worked (exclusive of any lunch break) or guaranteed, whichever is applicable, on Saturday and Sunday.

4. Overtime pay on holidays and Sundays (holidays as stated in this agreement) will be two (2) times the straight time hourly rate of pay.

5. No overtime shall be worked or paid for unless first authorized by the Certified Public Works Manager. The method of recording employee overtime will be as follows:

- a. Overtime employee physically worked.
- b. Overtime employee orally refused.
- c. Overtime employee was too ill to work.

6. The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with the above paragraph.

7. When overtime work involves snow plowing, employees shall be entitled to a one hour break between 8:00 p.m. and midnight for their supper meal, and one half hour paid break between midnight and 3:00 a.m.; and between 3:00 a.m. and 7:00 a.m. for their midnight and breakfast break respectively. The breaks for meals as set forth in this paragraph shall be granted assuming the employee is working continuously between the hours stated. The employee shall be given a \$10.00 supper allowance for continuous work performed up to 8:00 pm and a \$5.00 breakfast allowance for work performed up to 8:00 am. In addition, the employee shall be given a \$5.00 breakfast allowance if he is called into work prior to the regular starting time by two (2) hours or more and a \$6.00 lunch allowance if he is called in to perform overtime work on Saturday, Sunday or a Holiday.

8. Compensation time. Employees may accrue up to sixteen (16) hours of compensatory time in lieu of paid overtime. It shall be the decision of the

employee to continue to maintain up to the sixteen (16) hour of comp-time in any given year by replacing time used by overtime worked.

## **ARTICLE XII – LONGEVITY PAY**

Longevity pay shall be \$100.00 per year of completed service. Longevity pay is not added to the base hourly rate for overtime or calculation of the redemption value of sick pay.

## **ARTICLE XIII – CLOTHING ALLOWANCE**

1. The Employer shall provide uniforms for each employee.
2. The Employer shall provide cleaning of employee's uniforms at no expense to the employee.
3. The Employer shall provide each employee with the following items:
  - a. Footwear not to exceed a total of \$300.00 yearly. (Vouchers must be obtained and signed at time of purchase.)
  - b. Work gloves
  - c. Rain Gear
  - d. Hard Hat
  - e. Hearing Protection
  - f. Safety Vests
4. The Employer shall replace only damaged personal items that are needed for the proper performance of the employee's work provided that it is determined by the Certified Public Works Manager that said damage occurred while the employee was working.

## **ARTICLE XIV – HOSPITALIZATION-DENTAL**

The Employer shall enroll all permanent full time employees covered by this agreement under the Franklin Township current medical insurance plan.

The Employer shall also provide an amount not to exceed \$300.00 per full time employee and \$300.00 per member of their immediate family, meaning spouse, domestic partner and dependent children under age eighteen (18). The reimbursement shall be paid at a rate not to exceed 75% of the incurred costs that are not reimbursed by any other insurance plans of the covered employee's family member. Proof of payment must be attached to any voucher submitted to Franklin Township seeking reimbursement for dental expenses

The Employer shall also provide an amount not to exceed \$300.00 per full time employee for reimbursement of eye examination, eyewear or contact lenses..

## **ARTICLE XV – VEHICLES**

Township vehicles are defined as all vehicles owned by the Township of Franklin. Township vehicles are available to Township officials and employees for the purpose of conducting official Township business, including attendance at educational and training seminars, conferences, meetings, etc. No employee shall use a Township vehicle without prior approval of the Certified Public Works Manager.

## **ARTICLE XVI – JOB DESCRIPTION**

The Employer will prepare and make available Description Sheets defining the principal function of each job classification covered by this agreement and any new classification under this agreement.

## **ARTICLE XVII – LAYOFFS AND RECALL**

Whenever the Employer chooses to reduce the work force, the following procedure shall apply:

- a. Employees shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within a three (3) month period to perform the work previously performed by the laid off employee.
- b. Notice of such layoffs will be given three (3) months before the scheduled layoff.
- c. A laid off employee shall have preference for re-employment for a period of two (2) years following termination.
- d. The Employer shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three (3) month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an employee has an unexpired term of preference for re-employment who is ready, willing and able to be re-employed as provided under the provisions of this Article of the agreement.
- e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

## **ARTICLE XVIII – DISABILITY PAY**

The Employer agrees to join the Temporary Disability Benefits Plan as defined by the Temporary Disability Benefits Law, N.J.S.A. 43:21-25 et seq.

## **ARTICLE XIX – RECYCLING AND CLEANUP**

Employees will be paid scale on a time and a half basis.

## **ARTICLE XX – JURY DUTY**

An employee who is call for jury duty shall be paid for up to two (2) weeks of jury duty. If during the period of service the employee is excused from court the employee shall then report for work. All compensation paid to the employee for two (2) weeks of jury duty shall be deducted from the employee's pay. to reimburse the Employer for time out of work.

## **ARTICLE XXI – SEVERABILITY**

If any provisions of this agreement shall conflict with any law, or for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this agreement.

## **ARTICLE XXII – FULLY BARGAINED PROVISION**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, whether or not within the knowledge or contemplation of either or bother of the parties sat the time the negotiators signed this agreement.

## **ARTICLE XXIII – TERM OF AGREEMENT**

This agreement shall be effective commencing on January 1, 2004, and shall terminate on December 31, 2006.

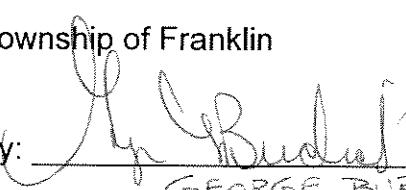
## **ARTICLE XXIV—PAST PRACTICE**

No action or inaction by the Employer during the term of the preceding Agreement shall constitute past practice.

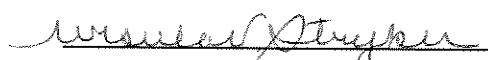
IN WITNESS WHEREOF, this agreement is signed on DECEMBER 16, 2004

Township of Franklin

By:

  
GEORGE BURDICK, MAYOR

Attested:



Ursula V. Stryker, Clerk

Franklin Township Public Works Association

By:   
CHARLES D. POPINKO

Witness:

